



## Triage Cancer Estate Planning Toolkit: Louisiana

### Part II: Understanding Estate Planning Documents in Your State

#### State Laws About Wills

A will is a legal document that provides instructions for what you would like to have happen to your property upon death. A will is also a place where parents can name a guardian for any minor children or adult children with developmental disabilities.

Louisiana probate courts accept written wills and holographic wills. To make a valid written will in Louisiana:

1. You need to be in the right state of mind to create a will. This means you need to be:
  - At least 18 years old
  - Of “sound mind” (meaning you know what you’re doing)
2. You need to sign the will or authorize someone to do so for you, in front of a notary public and two witnesses, both of whom are over the age of 16 and are not “insane, blind, or unable to sign [their] name.”
3. Your will does not need to be notarized to be legal in Louisiana. However, you can make your will “self-proving,” or accepted in probate court without the court needing to contact your witnesses. To do this, you and your witnesses must sign an affidavit affirming the will in front of a notary.

Due to the COVID-19 pandemic, Louisiana now allows you to execute your will remotely (e.g. sign an affidavit by teleconferencing with a notary). However, before you execute your will remotely, you should check your state’s laws to make sure that this is still allowed at the time you are executing your will.

A holographic will is one that is handwritten by you. To make a valid holographic will in Louisiana:

1. You need to be in the right state of mind to create a will. This means you need to be:
  - At least 18 years old
  - Of “sound mind” (meaning you know what you’re doing)
2. Your will must be written entirely in your handwriting and you must sign and date it.

If you make a holographic will, it does not need to be signed by witnesses or notarized. However, most estate planning experts do not recommend relying on holographic wills because it is more difficult to prove that they are valid in probate court.

#### State Laws About Financial Powers of Attorney

A power of attorney for financial affairs is a legal document where you (the principal) name a trusted adult (the agent) who is authorized to make financial decisions on your behalf.

In Louisiana, a general durable power of attorney allows you to appoint someone to manage your finances, including assets like your property, taxes, and government benefits. You can also appoint a successor agent, and a second successor agent, in case the first person you choose cannot be your agent. This person can make all financial

decisions for you, or you can limit their powers to specific areas, like filing taxes or banking. You can also use this document to nominate a guardian in advance, in case a court decides one is necessary. Unless you indicate otherwise in the “special instructions” section, this document takes effect immediately after you sign it. This document will remain in effect until you die, unless you revoke your power of attorney.

Part III of this toolkit includes a sample form.

### **State Laws About Advance Directives for Health Care**

An advance health care directive is a legal document you can use to provide written instructions, or state preferences, about your medical care in case you become unable to communicate. In Louisiana, this form is called the Louisiana Declaration.

The **Louisiana Declaration**, or “living will,” allows you to state your preferences for medical care, particularly life-sustaining care, if you become terminally and irreversibly ill and can no longer make these decisions. You can indicate if you would like life-sustaining procedures and/or artificial nutrition withheld if there is no chance of your recovery.

You can also use this form to appoint someone (your “agent”) to make these decisions for you. You can appoint an alternate agent as well.

At the end of this form, there is an optional form that lets you indicate your preferences for organ donation.

To make your declaration legal, sign it in front of two witnesses who are not related to you by blood or marriage, or included in your will. This document goes into effect when your doctor determines you are terminally, irreversibly ill, and cannot make these decisions for yourself.

You can revoke this document at any time, regardless of your mental or physical condition, by:

- Destroying the document
- Signing and dating a written statement
- Orally expressing that you want to revoke the declaration

Part III of this toolkit includes a sample form.

### **State Laws About POLST/MOLST**

A physician order for life-sustaining treatment (POLST) is a medical order completed by a seriously ill person and signed by a physician. In Louisiana, this form is called a Louisiana physician order for scope of treatment (LaPOST).

The LaPOLST does not replace an advance directive. You can complete a LaPOLST form with your doctor. This form lets you indicate your preferences for:

- Cardiopulmonary resuscitation orders (also known as a “Do not resuscitate,” or DNR order)
- Medical Interventions, ranging from all medical and surgical treatments available to prolong your life, selective treatments to restore your health while avoiding burdensome procedures, or comfort-focused treatments to manage symptoms and allow natural death
- Decision of whether to receive antibiotics and under what circumstances
- Medically assisted nutrition, or food offered through surgically-placed tubes
- Additional orders or instructions for your care

This form will not expire, so it is important for you and your physician to review it regularly to make sure it still reflects your wishes.

You can find this form in Part III of this toolkit.

## **State Laws About Funeral Designation Forms**

Funeral designation forms allow you to tell your loved ones what you would like to happen to your remains after you pass away. These forms can be used to choose someone to control what happens to your remains after your death, specify what you would like to have happen, and other wishes depending on your state.

Louisiana does not have a funeral designation form, but you can express your funeral preferences through a notarized advance health care directive.

## **State Laws About Death with Dignity**

“Death with Dignity” laws, or physician-assisted dying/aid-in-dying laws, allow certain terminally ill people to voluntarily and legally request and receive a prescription medication from their physician to hasten their death in a peaceful, humane, and dignified way. By adding a voluntary option to the continuum of end-of-life care, these laws can give you dignity, control, and peace of mind during your final days with family and loved ones.

Louisiana does not have a death with dignity law. But, you can indicate other decisions related to end-of-life care through an advance health care directive.

## **Federal Law About HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that protects the privacy of your health information. HIPAA does allow your protected health information to be shared with your personal representative who has authority to make health care decisions for you (i.e., your health care agent or proxy).

To guarantee your agent’s access to information, a HIPAA authorization form should be signed and dated by you. Also, it must identify the information to be disclosed, the purpose of the disclosure, the recipients of the information, and an expiration date. This means that any advance health care directives should be clear about the scope of your agent’s authority to receive protected health care information.

You can revoke a HIPAA authorization form at any time by notifying your health care provider in writing.

Part III of this toolkit includes a sample HIPAA authorization form. For more information:

[www.cdc.gov/phlp/publications/topic/hipaa.html](https://www.cdc.gov/phlp/publications/topic/hipaa.html).



## **Triage Cancer Estate Planning Toolkit: Louisiana**

### **Part III: Your State's Estate Planning Forms**

- Power of Attorney for Financial Affairs
- Louisiana Declaration
- Louisiana Physician Order for Scope of Treatment (LaPOST)
- HIPAA Authorization Form



## **Triage Cancer Estate Planning Toolkit**



### **Part III: Your State's Estate Planning Forms**



#### **Power of Attorney for Financial Affairs**

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STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

**DURABLE GENERAL POWER OF ATTORNEY**

BEFORE ME, the undersigned Notary, and witnesses, came, \_\_\_\_\_, SS

# XXX-XX-\_\_\_\_\_, who resides at \_\_\_\_\_,

(Principal) who appoints \_\_\_\_\_, SS

# XXX-XX-\_\_\_\_\_, who resides at \_\_\_\_\_, as

Agent. Agent accepts and agrees to be bound by this General Power of Attorney (Agency). Agent's powers will be exercised until further notice by Principal.

**ARTICLE I Durability.**

This Agency is "durable" and shall not be deemed revoked by my disability or incapacity. In the event that I am interdicted, or declared incapacitated for any reason, then I appoint my Agent herein as my curator or guardian over both my person and my property.

**ARTICLE II PROHIBITED POWERS**

Notwithstanding the breadth of powers granted to my Agent in this Agency, my Agent shall not have or exercise any of the following powers:

**Life Insurance.** Any power or incident of ownership over any policy insuring my Agent's life.

**Gifts.** Any power or authority over any irrevocable trust created by Agent, if I am a trustee or beneficiary of that trust. Nor shall my Agent have any power over any property my Agent may have donated to me.

**Powers.** Any power or authority to appoint any of my property to my Agent, to my Agent's estate, to my Agent's creditors, or to the creditors of my Agent's estate. My Agent shall have no power or authority to disclaim any assets on my behalf if the result would cause them to pass directly or indirectly to my Agent or his or her estate in any one calendar year. My Agent shall have no power or authority to discharge any of my Agent's legal obligations out of my property, including any obligation of support which my Agent may owe to others unless my Agent and I are equally obligated to render such support.

**ARTICLE III PROPERTY**

"Property" means all of my interests in property whether movable, immovable, real, personal, corporeal in incorporeal, tangible, intangible and mixed, wherever located, however acquired, whether owned by me now or hereafter acquired by me or on my behalf by Agent or by third persons. With regard to Property, Agent may:

**General Powers.** Have all of the powers that may be conferred upon agents under applicable law. If a question shall arise as to whether Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agents, my Agent shall have those expanded powers.

**Additional Powers.** Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:

**Purchases and Sales.** To purchase, sell, exchange, partition or otherwise acquire and dispose of Property, at public or private sale for such purposes and upon such terms, including sales on credit, with or without security in such manner, and at such prices as my Agent may determine. My Agent may purchase U.S. Government bonds redeemable at par in payment of federal estate taxes.

**Operation of Businesses; Changes in Corporate Structure.** To continue to operate or participate in the operation of any of my business interests, so long as my Agent may deem it advisable, to change the nature of the business, or enlarge or diminish the scope of its activities, to dissolve or liquidate it, or to participate in any incorporation, change merger, consolidation, reorganization, dissolution or liquidation. To participate in any plan of liquidation, reorganization, consolidation or merger involving

any company or companies whose stock or other securities may be subjected to any plan of reorganization or with any protective committee and to delegate to such committee discretionary powers with relation thereto and to pay a proportionate part of the expenses of such committee and any such assessments levied under such plan; to accept and retain new securities received by my Agent pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to such property; and to pay any amount or amount of money my Agent may deem advisable.

**Options.** To grant options affecting Property for such purposes and periods, upon such conditions, in such manner, and at such prices as my Agent may determine; to exercise them for such price and on such terms and conditions as my Agent may see fit.

**Servitudes and Easements.** To create servitudes or easements on Property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.

**Leases.** To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions.

**Oil, Gas and Other Minerals.** To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interest therein, and the right to explore for the, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as Agent may see fit, oil, gas and mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property.

**Partnerships.** To cause my Agent (on my behalf) to become a partner in such partnerships as my Agent may see fit, whether as a limited or general partner, or partner in commendam; to continue me or my Agent as a partner in any partnership in which I may be a partner or possessed of the right to become a partner; to consent to the continuation of any partnership that might otherwise terminate even though the articles of partnership may not provide for continuation.

**Borrowing.** To borrow money by obligation either unsecured or secured, in such amounts, for such terms, at such rates of interest or without interest, and in such manner as my Agent may think desirable and to secure such loans by mortgage, pawn or pledge of Property or otherwise, and to mortgage or pledge Property for any period of time my Agent shall think desirable.

**Lending.** To make loans of Property to such persons, firms, partnerships, corporations, or political subdivision, including businesses or business interest in which my Agent may be personally interested for such purposes and for such periods, in such amounts and at such rates of interest, with or without security, and subject to such other terms as my Agent may determine.

**Exchanges.** To exchange Property for other property or to give options to exchange Property upon such terms as my Agent may deem advisable.

**Retention of Property.** To hold and retain Property in the form received so long as Agent deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable, whether or not such property is productive of income and even though it may not be prescribed or authorized by law.

**Improvements.** To raise any buildings or other structures as my Agent may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of improvements my Agent may deem proper, to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any Property in the manner and to the extent my Agent may deem advisable.

**Agents and Employees.** To employ or retain such employees, agents and advisors as my Agent may deem necessary, to assist in performing any duties of my Agent, including, but by way of illustration only, investment advice, management advice, and for any other purposes my Agent considers advisable, and to determine reasonable charges for such services and to make payment out of Property.

**Mutual Funds.** To acquire and retain for so long a period as my Agent may see fit the shares, preferred or common, of investment companies, or investment trusts, whether of the open-end or closed-end type, and without notice to anyone, to participate in any common trust fund or pooled investment fund.

**Life Insurance.** To insure the life of any other person on whose life I may have an insurable interest. Life insurance shall be in such amounts as my Agent may determine, and in such forms, as my Agent may deem wise by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Proceeds of life insurance shall be made payable to any beneficiary or contingent beneficiary designated by my Agent. My Agent may elect any option provided by any policy. My Agent may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right of an owner of the policy.

**Custody and Location of Property.** To keep all or any part of the Property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as my Agent shall deem necessary or advisable and to have the power to hold securities in the names of nominees.

**Powers of Attorney.** To give such powers of attorney, general or special, with or without power of substitution, in connection with the exercise of other powers as my Agent may deem advisable.

**Miscellaneous Agreements.** My Agent may enter into any and all kinds of agreements on my behalf, whether or not specifically described in this paragraph.

**Retirement Plans.** To create and contribute to an Individual Retirement Account (IRA) or employee benefit plan (including self-employed plans) for my benefit; to select payment options under plans in which I participate, and to change options I have selected. To make and change beneficiary designations, to make voluntary contributions, to "roll-over" plan benefits into other retirement plans, and to borrow money and purchase assets from plans and to see assets thereof, if authorized by any such plan.

**Accounts.** To establish accounts of all kinds, (including checking and savings) for me with financial institutions, including banks, thrift institutions, brokerage firms, and credit unions. To modify, terminate make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or upon which I or my Agent are authorized signatories (except accounts held by me in a fiduciary capacity), whether such account was established by me or for me by my Agent. To negotiate, endorse or transfer any checks or other instruments with respect to any account; to contract for any services rendered by any bank or other institution.

**Safe-Deposit Boxes.** To contract with any institution for a safe-deposit box in my name. To have access to all safe-deposit boxes in my name or to which I am an authorized signatory (except in a fiduciary capacity) whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name. To add to and remove from the contents of any safe-deposit box and to terminate contracts for such boxes.

**Legal Proceedings.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all judicial or administrative proceedings, actions, suits, hearings, attachments, or sequestrations involving me in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under circumstances causing the loss to be borne by me.

**Trusts.** To execute trust instruments on my behalf as settlor or co-settlor, whether or not I am a beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or to others trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely alienable. To serve as trustee of any other trust created by or for my benefit. To add any trust on my behalf. To withdraw or receive the income or principal and to request or demand such withdrawals of any trust.

**Fiduciary Offices.** To renounce any fiduciary office to which I may be appointed or elected, including (but not limited to) executor, administrator, personal, representative, trustee, tutor, curator, guardian, attorney-in-fact, or officer or director of a corporation. to render such accountings of my activities as may be required.

**Taxation.** To represent me in all tax matters including federal income, gift, estate and excise taxes. To prepare, sign, and file federal, state or local income, gift and other tax returns, of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the U.S. Tax Court or other courts regarding tax matters, and all other tax-related



documents, including consents and agreements under Section 2032A. Internal Revenue Code, consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year from the year 1975 to the year 2025. To pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any other taxing authority. To exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for any period before any taxing authority. To engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent or assist me in connection with any tax matter involving or in any way related to me or any Property in which I have or may have any interest or responsibility.

**Gifts.** To make gifts or other gratuitous transfers either outright or in trust, (including the forgiveness of debt and the completion of any charitable pledge) to such person or organizations as my Agent shall select.

**Support.** To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses; education, (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, preparatory, undergraduate and graduate or professional study in any field at public or private universities, colleges or other institutions of higher learning) including payments for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money. If I have been legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

#### **ARTICLE IV HEALTH CARE**

I give my Agent all powers regarding the following health care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

**Medical Records.** Have access to any medical information in any form regarding my physical or mental condition, and to execute such consents as may be necessary to obtain it.

**Professionals.** Retain, compensate and discharge any health care professionals my Agent deems necessary to examine, evaluate or treat me, whether for emergency, elective, recuperative, convalescent or other care.

**Institutionalization.** Admit me to any health care facility recommended by a qualified health care professional, whether for physical or mental care or treatment, and remove me from such institution at any time, even if contrary to medical advice.

**Treatment.** Consent on my behalf to tests, treatment, medication, surgery, organ transplant or other procedures, and to revoke that consent, even if contrary to medical advice.

**Chemical Dependency.** Consent on my behalf to a course of treatment for chemical dependency, whether suspected or diagnosed, and to revoke such consent.

**Pain Relief.** Consent on my behalf to pain relief procedures, even if they are unconventional or experimental, even if their use may risk addiction, injury or foreshortening my life.

**Releases.** Release from liability any health care professional or institution that acts on my behalf in reliance on my Agent.

#### **ARTICLE V PERSONAL CARE**

I give my Agent all powers regarding the following personal care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

**Home Care.** Provide for my continued maintenance and support. As nearly as possible, I desire to maintain my accustomed standard of living. My Agent shall provide me with a suitable place to live, by maintaining me in my family residence or apartment (home), paying principal interest, taxes, insurance and repairs as necessary. My Agent may retain or discharge domestic servants, attendants, companions, nurses, sitters, or other persons who provide care for me and my home. My Agent may authorize

purchases of food, clothing, medical care and customary luxuries on my behalf.

**Institutional Care.** If recommended by my physician, my Agent may contract for institutional health care (hospital, retirement, facility, nursing home, hospice or other) on my behalf. If reasonably advised that my return home is unlikely because of my condition, my Agent may sell, exchange, lease, sublease or dispose of my home and such of its contents as are no longer useful to me and are not specifically bequeathed in my will, all on such terms as to price, payment and security as my Agent deems reasonable.

**Religious Needs .** Continue my affiliation with my church, keeping me accessible to its clergy, members and other representatives, continuing and renewing any pledge made by me whether for capital, operations or other purposes, and generally to assist me in maintaining my church relationships to the extent my health permits.

**Companions and Recreation.** Hire, discharge, direct and compensate such companions as may be necessary for my health, recreation, travel, and general wellbeing.

**Funeral Arrangements.** Arrange and contract for my funeral including appropriate arrangements and instructions for my funeral service or memorial service, including purchase of a burial plot or other appropriate disposition of my body. My Agent shall comply with such known written instructions as I may have or leave.

**Curator or Guardian.** Nominate on my behalf any person my Agent deems qualified (including my Agent) as my curator, undercurator, curator ad hoc, guardian, or conservator or any other fiduciary office I have a right to nominate or designate, to waive and bond on my behalf and to grant to that fiduciary or representative any powers that I might extend on my own behalf.

#### **ARTICLE VI REFUSAL OF MEDICAL TREATMENT**

I do not wish my life prolonged artificially through extraordinary or heroic means if my condition is terminal. Even over the objection of members of my family, my Agent may:

**Withdraw or Withhold Life Support.** If two licensed physicians (one of whom is my attending physician) have personally examined me and my attending physician has noted in my medical records that my condition is terminal and irreversible, my Agent may sign on my behalf any documents, waivers or releases necessary to withdraw, withhold or cease any procedure calculated only to prolong my life, including the use of a respirator, cardiopulmonary resuscitation, surgery, dialysis, blood transfusion, antibiotics, antirheumatic and pressor drugs or transplants.

**Nourishment.** Refuse or discontinue intravenous or parenteral feeding, misting, and endotracheal or nasogastric tubes, if advised that no undue pain will be caused to me.

**Declaration.** Contemplating that my medical care may be rendered in Louisiana, or that Louisiana law might otherwise apply, I have executed a Declaration Concerning Life-Sustaining Procedures ("Declaration") pursuant to Louisiana Revised Statutes 40:1299.58.1 and following as amended, a copy of which is attached. By executing that Declaration I do not intend to limit or reduce the powers over my person elsewhere granted to my Agent in this agency, but rather to convey to my Agent such additional powers as are necessary to make or carry out the terms of that Declaration.

#### **ARTICLE VII INCIDENTAL POWERS**

To enforce exercise of the powers granted in this document and to the extent I could act on my own behalf if capable, my Agent may:

**Proceedings.** Institute or defend any lawsuit or administrative proceedings on my behalf.

**Advisors and Employees.** Hire, compensate, instruct and discharge attorneys, accountants, appraisers, experts, consultants or other advisors, employees or independent contractors my Agent deems necessary.

**Modifications.** Amend this document as may be necessary to exercise the powers granted herein.

**Communications.** Open, read, respond to and redirect any written communications directed to me; represent me before any postal authority, messenger service, or information service relevant matters.

**Important Documents.** Disclose, copy or deny access to any document; exercise my privilege of

confidentiality and generally to care for and protect all information relevant to me in any form.

**Pets.** Provide continuing care for my pets or other animals owed by me or in my care, and contract and pay for their welfare.

#### **ARTICLE VIII THIRD PARTIES**

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's act or signature with the same force and effect as though I were personally present and acting for myself. Accordingly:

**Notice of Amendment or Revocation.** No person dealing with my Agent on my behalf shall be charged with any amendment to this agency or its revocation until actual notice thereof is delivered to the third party.

**Reliance.** Until they receive actual notice that this agency has been amended or revoked third persons may assume that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my agent shall be responsible for my Agent's proper application of funds or property.

**Information.** Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

#### **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Expenses.** My Agent shall be entitled to reimbursement for all costs and expenses reasonably incurred on my behalf.

**Nomination.** I nominate my Agent to serve as my curator, undercurator, guardian, conservator and in any similar fiduciary capacity consonant with the powers granted in this agency. If not permitted to nominate my Agent, I nevertheless make the strongest recommendation that my Agent be qualified for all such offices. Likewise, I nominate my Agent as tutor, undertutor or guardian of the person and property of my minor children, or if not permitted to nominate, I make a similar strong recommendation that my Agent be appointed.

**Release.** I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

**Applicable Law.** This instrument shall be governed by the laws of Louisiana.

**Revocation, Removal, Amendment and Resignation.** This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written resignation delivered to me or, if I am incapacitated or interdicted, by delivery to any person with whom I am residing or who is responsible for my care.

THUS DONE AND SIGNED in \_\_\_\_\_ Parish, Louisiana, on  
\_\_\_\_\_, 20\_\_.

WITNESS:

_____	_____
WITNESS	PRINCIPAL

_____	_____
WITNESS	AGENT

\_\_\_\_\_  
NOTARY PUBLIC, PARISH OF \_\_\_\_\_, STATE OF LOUISIANA  
MY COMMISSION EXPIRES ON : \_\_\_\_\_



## **Triage Cancer Estate Planning Toolkit**



### **Part III: Your State's Estate Planning Forms**



#### **Advance Health Care Directive**

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## POWER OF ATTORNEY FOR HEALTH CARE

I, \_\_\_\_\_ (*print full name*), being of sound mind, do hereby designate \_\_\_\_\_ (*print full name*) as my agent with full power and authority to make health care decisions for me including, but not limited to, a Declaration Concerning Life-Sustaining Procedures in the event I am unable to or choose not to make these decisions for myself. This Power of Attorney for Health Care shall not be affected by my subsequent disability or incapacity or other condition that makes an express revocation of my agent impossible or impractical. I also grant my agent the authority to qualify me for all government entitlements including, but not limited to, Medicaid, Medicare, and Supplemental Social Security.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CITY, PARISH OF RESIDENCE**

\_\_\_\_\_  
**STATE OF RESIDENCE**

The declarant has been personally known to me and I believe him or her to be of sound mind.

\_\_\_\_\_  
**WITNESS 1 SIGNATURE**

\_\_\_\_\_  
**WITNESS 1 PRINT NAME**

\_\_\_\_\_  
**WITNESS 2 SIGNATURE**

\_\_\_\_\_  
**WITNESS 2 PRINT NAME**

**Notarization of this form is optional.**

Sworn and subscribed before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_  
Notary Public

# \_\_\_\_\_  
My commission expires \_\_\_\_\_

# STATE OF LOUISIANA

## DECLARATION

Declaration made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (month, year).

I, \_\_\_\_\_, being of sound mind, willfully and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below and do hereby declare:

If at any time I should have an incurable injury, disease or illness, or be in a continual profound comatose state with no reasonable chance of recovery, certified to be a terminal and irreversible condition by two physicians who have personally examined me, one of whom shall be my attending physician, and the physicians have determined that my death will occur whether or not life-sustaining procedures are utilized and where the application of life-sustaining procedure would serve only to prolong artificially the dying process, I direct (initial one only):

\_\_\_\_\_ That all life-sustaining procedures, including nutrition and hydration, be withheld or withdrawn so that food and water will not be administered invasively.

\_\_\_\_\_ That life-sustaining procedures, except nutrition and hydration, be withheld or withdrawn so that food and water can be administered invasively.

I further direct that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care.

In the absence of my ability to give directions regarding the use of such life-sustaining procedures, it is my intention that this declaration shall be honored by my family and physician(s) as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences from such refusal.

I understand the full import of this declaration and I am emotionally and mentally competent to make this declaration.

Signed \_\_\_\_\_

City, Parish, and State of Residence \_\_\_\_\_

The declarant has been personally known to me and I believe him or her to be of sound mind.

Witness \_\_\_\_\_

Witness \_\_\_\_\_

### **"LIVING WILL" DECLARATION**

(R.S. 40:1151 et. sec.)

**INSTRUCTIONS:** Per R.S. 40:1151 et. sec., the Secretary of State's Office has established a registry in which a person, or his attorney, if authorized by the person to do so, may register the original, multiple original, or a certified copy of the declaration. The filing fee is \$20.00 to register the Declaration and receive a laminated identification card and ID bracelet. The filing fee for a revocation is \$5.00. If a certified copy is requested from this office, there is an additional fee of \$20.00 (per R.S. 49:222(A)). Mail the declaration, with the filing fee, to: Secretary of State, Attn: Elections Services, P.O. Box 94125, Baton Rouge, LA 70804-9125.



## **Triage Cancer Estate Planning Toolkit**



### **Part III: Your State's Estate Planning Forms**



#### **Physician Orders for Life Sustaining Treatment (POLST)**

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# LOUISIANA PHYSICIAN ORDERS FOR SCOPE OF TREATMENT (LaPOST)

**FIRST** follow these orders, **THEN** contact physician. This is a Physician Order form based on the person's medical condition and preferences. Any section not completed implies full treatment for that section. LaPOST complements an Advance Directive and is not intended to replace that document. Everyone shall be treated with dignity and respect. Please see [www.La-POST.org](http://www.La-POST.org) for information regarding "what my cultural/religious heritage tells me about end of life care."

LAST NAME

FIRST NAME/MIDDLE NAME

DATE OF BIRTH

MEDICAL RECORD NUMBER (optional)

**PATIENT'S DIAGNOSIS OF LIFE LIMITING DISEASE AND IRREVERSIBLE CONDITION:**

**GOALS OF CARE:**

## A. CARDIOPULMONARY RESUSCITATION (CPR): PERSON IS UNRESPONSIVE, PULSELESS AND IS NOT BREATHING

CHECK ONE

- ☐ CPR/Attempt Resuscitation (requires full treatment in section B)  
☐ DNR/Do Not Attempt Resuscitation (Allow Natural Death)

When not in cardiopulmonary arrest, follow orders in **B** and **C**.

## B. MEDICAL INTERVENTIONS: PERSON HAS PULSE OR IS BREATHING

CHECK ONE

- ☐ FULL TREATMENT (primary goal of prolonging life by all medically effective means) Use treatments in Selective Treatment and Comfort Focused treatment. Use mechanical ventilation, advanced airway interventions and cardioversion if indicated.  
☐ SELECTIVE TREATMENT (primary goal of treating medical conditions while avoiding burdensome treatments) Use treatments in Comfort Focused treatment. Use medical treatment, including antibiotics and IV fluids as indicated. May use non invasive positive airway pressure (CPAP/BiPAP). Do not intubate. Generally avoid intensive care.  
☐ COMFORT FOCUSED TREATMENT (primary goal is maximizing comfort) Use medication by any route to provide pain and symptom management. Use oxygen, suctioning and manual treatment of airway obstruction as needed to relieve symptoms. (Do not use treatments listed in full or selective treatment unless consistent with goals of care. Transfer to hospital ONLY if comfort focused treatment cannot be provided in current setting.)  
 ADDITIONAL ORDERS: (e.g. dialysis, etc.)

Medically assisted nutrition and hydration is optional when it

- cannot reasonably be expected to prolong life
- would be more burdensome than beneficial
- would cause significant physical discomfort

## C. ARTIFICIALLY ADMINISTERED FLUIDS AND NUTRITION: (Always offer food/fluids by mouth as tolerated)

CHECK ONE

- ☐ No artificial nutrition by tube.  
☐ Trial period of artificial nutrition by tube. (Goal: \_\_\_\_\_)  
☐ Long-term artificial nutrition by tube. (If needed)

## D. SUMMARY

**Discussed with:** ☐ Patient (Patient has capacity) ☐ Personal Health Care Representative (PHCR)

**The basis for these orders is:**

CHECK ALL THAT APPLY

- ☐ Patient's declaration (can be oral or nonverbal)  
☐ Patient's Personal Health Care Representative (Qualified Patient without capacity)  
☐ Patient's Advance Directive, if indicated, patient has completed an additional document that provides guidance for treatment measures if he/she loses medical decision-making capacity.  
☐ Resuscitation would be medically non-beneficial.
- ☐ Advance Directive dated \_\_\_\_\_, available and reviewed  
☐ Advance Directive not available  
☐ No Advance Directive  
☐ Health care agent if named in Advance Directive:  
 Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_

This form is voluntary and the signatures below indicate that the physician orders are consistent with the patient's medical condition and treatment plan and are the known desires or in the best interest of the patient who is the subject of the document.

PRINT PHYSICIAN'S NAME

PHYSICIAN SIGNATURE (MANDATORY)

PHYSICIAN PHONE NUMBER

DATE (MANDATORY)

PRINT PATIENT OR PHCR NAME

PATIENT OR PHCR SIGNATURE (MANDATORY)

DATE (MANDATORY)

PHCR RELATIONSHIP

PHCR ADDRESS

PHCR PHONE NUMBER

**SEND FORM WITH PERSON WHENEVER TRANSFERRED OR DISCHARGED**

USE OF ORIGINAL FORM IS STRONGLY ENCOURAGED. PHOTOCOPIES AND FAXES OF SIGNED LaPOST FORMS ARE LEGAL AND VALID.

LAST NAME

FIRST NAME

MIDDLE NAME

DATE OF BIRTH

## DIRECTIONS FOR HEALTH CARE PROFESSIONALS

### COMPLETING LaPOST

- Must be completed by a physician and patient or their personal health care representative based on the patient's medical conditions and preferences for treatment.
- **LaPOST** must be signed by a physician and the patient or PHCR to be valid. Verbal orders are acceptable from physician and verbal consent may be obtained from patient or PHCR according to facility/community policy.
- Use of the brightly colored original form is strongly encouraged. Photocopies and faxes of signed **LaPOST** are legal and valid.

### USING LaPOST

- Completing a **LaPOST** form is voluntary. Louisiana law requires that a **LaPOST** form be followed by health care providers and provides immunity to those who comply in good faith. In the hospital setting, a patient will be assessed by a physician who will issue appropriate orders that are consistent with the patient's preferences.
- **LaPOST** does not replace the advance directive. When available, review the advance directive and **LaPOST** form to ensure consistency and update forms appropriately to resolve any conflicts.
- The personal health care representative includes persons described who may consent to surgical or medical treatment under RS 40:1159.4 and may execute the **LaPOST** form only if the patient lacks capacity.
- If the form is translated, it must be attached to a signed **LaPOST** form in ENGLISH.
- Any section of **LaPOST** not completed implies full treatment for that section.
- A semi-automatic external defibrillator (AED) should not be used on a person who has chosen "Do Not Attempt Resuscitation".
- Medically assisted nutrition and hydration is optional when it cannot reasonably be expected to prolong life, would be more burdensome than beneficial or would cause significant physical discomfort.
- When comfort cannot be achieved in the current setting, the person, including someone with "Comfort focused treatment," should be transferred to a setting able to provide comfort (e.g. pinning of a hip fracture).
- A person who chooses either "Selective treatment" or "Comfort focused treatment" should not be entered into a Level I trauma system.
- Parenteral (IV/Subcutaneous) medication to enhance comfort may be appropriate for a person who has chosen "Comfort focused treatment."
- Treatment of dehydration is a measure which may prolong life. A person who desires IV fluids should indicate "Selective treatment" or "Full treatment."
- A person with capacity or the personal representative (if the patient lacks capacity) can revoke the **LaPOST** at any time and request alternative treatment based on the known desires of the individual or, if unknown, the individual's best interests.
- Please see links on [www.La-POST.org](http://www.La-POST.org) for "what my cultural/religious heritage tells me about end of life care."

**The duty of medicine is to care for patients even when they cannot be cured. Physicians and their patients must evaluate the use of technology available for their personal medical situation. Moral judgments about the use of technology to maintain life must reflect the inherent dignity of human life and the purpose of medical care.**

### REVIEWING LaPOST

This **LaPOST** should be reviewed periodically such as when the person is transferred from one care setting or care level to another, or there is a substantial change in the person's health status. A new **LaPOST** should be completed if the patient wishes to make a substantive change to their treatment goal (e.g. reversal of prior directive). When completing a new form, the old form must be properly voided and retained in the medical chart.

To void the **LaPOST** form, draw line through "Physician Orders" and write "VOID" in large letters. This should be signed and dated.

## REVIEW OF THIS LaPOST FORM

REVIEW DATE AND TIME	REVIEWER	LOCATION OF REVIEW	REVIEW OUTCOME
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed
			<input type="checkbox"/> No Change <input type="checkbox"/> Form Voided and New Form Completed

**SEND FORM WITH PERSON WHENEVER TRANSFERRED OR DISCHARGED**

USE OF ORIGINAL FORM IS STRONGLY ENCOURAGED. PHOTOCOPIES AND FAXES OF SIGNED LaPOST FORMS ARE LEGAL AND VALID.



## **Triage Cancer Estate Planning Toolkit**



### **Part III: Your State's Estate Planning Forms**



#### **HIPAA Authorization Form**

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## Sample HIPAA Right of Access Form for Family Member/Friend

I, \_\_\_\_\_, direct my health care and medical services providers and payers to disclose and release my protected health information described below to:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Contact information: \_\_\_\_\_

**Health Information to be disclosed** upon the request of the person named above --  
(Check either A or B):

- ☐ A. **Disclose** my complete health record (including but not limited to diagnoses, lab tests, prognosis, treatment, and billing, for all conditions) **OR**
- ☐ B. **Disclose** my health record, as above, **BUT do not disclose** the following (check as appropriate):
  - ☐ Mental health records
  - ☐ Communicable diseases (including HIV and AIDS)
  - ☐ Alcohol/drug abuse treatment
  - ☐ Other (please specify):  
\_\_\_\_\_  
\_\_\_\_\_

Form of Disclosure (unless another format is mutually agreed upon between my provider and designee):

- ☐ An electronic record or access through an online portal
- ☐ Hard copy

This authorization shall be effective until (Check one):

- ☐ All past, present, and future periods, **OR**
- ☐ Date or event: \_\_\_\_\_

unless I revoke it. (NOTE: You may revoke this authorization in writing at any time by notifying your health care providers, preferably in writing.)

\_\_\_\_\_  
Name of the Individual Giving this Authorization

\_\_\_\_\_  
Date of birth

\_\_\_\_\_  
Signature of the Individual Giving this Authorization

\_\_\_\_\_  
Date

Note: HIPAA Authority for Right of Access: 45 C.F.R. § 164.524